

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CONSTELLATION NEWENERGY, INC. :

Plaintiff, :

v. :

POWERWEB TECHNOLOGIES, INC., :
A-VALEY ENGINEERS, INC. AND :
LOTHAR E.S. BUDIKE, JUNIOR, :

Defendants. :

Civil Action No. 02-CV-2733 (HB)

**RESPONSES OF CONSTELLATION NEWENERGY, INC.
TO FIRST SET OF REQUESTS FOR PRODUCTION
BY POWERWEB TECHNOLOGIES, INC.**

Pursuant to Federal Rules of Civil Procedure 26 and 34, Local Rule 26.1, and the parties' Joint Rule 26(f) Report, plaintiff, Constellation NewEnergy, Inc. ("NewEnergy"), objects and responds to the First Set of Requests for Production by Powerweb Technologies, Inc. Directed to AES NewEnergy, Inc., as follows:

GENERAL OBJECTIONS

1. NewEnergy objects to each documents request to the extent that the request seeks the disclosure of NewEnergy's trade secrets, confidential information or proprietary information before Powerweb has disclosed with particularity the information it alleges constitutes its own trade secrets, confidential information, or otherwise protected information. Until Powerweb discloses such information, NewEnergy cannot assess the appropriate scope of discovery,

of information protected by the attorney-client privilege or the work product doctrine. Subject to and without waiver of these objections and the General Objections, NewEnergy will make available for inspection and copying non-privileged documents relating to the documents attached to Powerweb's counterclaims at Exhibits A through D.

5. All documents that refer to, relate to or evidence the basis, in whole or in part, for your decision to enter and/or sign the Joint Marketing Agreement.

RESPONSE

NewEnergy objects to this request to the extent it seeks the disclosure of information protected by the attorney-client privilege or the work product doctrine. NewEnergy further objects on the ground that the request implies that NewEnergy made a decision to enter into a joint marketing agreement with Powerweb and that the document attached as Exhibit D to Powerweb's counterclaims is binding upon NewEnergy or enforceable. NewEnergy further objects on the ground that Powerweb has intentionally misidentified the document attached to its Counterclaims at Exhibit D as the "Joint Marketing Agreement" when, in fact, that document bears the title "Exclusive PWT Customer Marketing Agreement." Subject to and without waiver of these objections and the General Objections, NewEnergy will make available for inspection and copying non-privileged documents relating to the documents attached to Powerweb's counterclaims at Exhibits A through D.

6. All documents that refer to, relate to or evidence the basis, in whole or in part, for your decision to discontinue your business relationship with Powerweb.

RESPONSE

NewEnergy objects to this request on the ground that the request implies that NewEnergy made a decision to discontinue its business relationship with Powerweb and thereby the request mischaracterizes the parties' contractual relationship. Subject to and without waiver of these